

**Public Works Agreement
Sediment and Erosion Control
Non-Dedicated Stormwater Management**

This AGREEMENT, made this ____ day of _____ (Month), _____ (Year), by and between the Mayor and Council of Brunswick, Maryland, a body corporate and politic of the State of Maryland (hereinafter referred to as CITY), and _____, (Hereinafter referred to as OWNER), witnesseth:

Whereas, City has delegated the authority for Storm Water Management and Sediment and Erosion Control to Frederick County (hereinafter referred to as COUNTY); and

WHEREAS, OWNER is seeking to have the Frederick County Department of Permitting and Development Review issue a grading permit; and

WHEREAS, the Frederick County Ordinance, Chapter 1-10, Grading and Sediment Control, Section 6.0, requires a guarantee to be posted in specific amounts prior to final grading permit approval; and

WHEREAS, the Frederick County Department of Permitting and Development Review has approved the cost estimate for the guarantee amount contained herein as set forth in Paragraph 5.

NOW, THEREFORE, in consideration of the premises and of the covenants hereinafter set out, CITY, COUNTY AND OWNER for themselves, their respective heirs, personal representatives, successors and assigns, do hereby mutually covenant, promise and agree as follows:

1. OWNER shall, within ten (10) months from the date of execution of this Agreement, construct or cause to be constructed all of the required sediment and erosion control facilities, as set fourth by the City of Brunswick and Frederick County Department of Permitting and Development Review, or as set forth in detail on the drawings specifically listed below:

2. OWNER shall construct all sediment and erosion control improvements in accordance with the specifications set fourth in the approved plans for the requirements as established by ordinance enforced by the Frederick County Department of Public Works.

3. OWNER shall proceed with construction of sediment and erosion control improvements in accordance with the inspection procedures specified by the COUNTY in adopted ordinances. The Owner agrees that all costs and expenses incurred by the City in connection with review, approval and design of engineering, construction, inspection, and any other costs incurred in relation to this project shall be borne by the Owner. The Owner will pay estimated inspection fees prior to the execution of the contract in accordance with the fee schedule of the City attached hereto and made part of this contract. Any additional inspection expense will be paid as invoiced and prior to conditional or final acceptance.

4. Should OWNER breach any of the provisions of this Agreement, COUNTY, at its sole option, may obtain the funds under the guarantee given by the OWNER under paragraph 5 and complete the proposed improvements at the expense of the OWNER or OWNER’S successors in title.

5. OWNER shall furnish CITY with an Escrow Account or a Letter of Credit in a form satisfactory to CITY in the amount of \$_____ as beneficiary thereunder, assuring the faithful performance of the Agreement and further providing for the payment by OWNER of all charges, liens, and indebtedness incurred in, by reason of, or due to making of such improvements under this Agreement. The release of Letter of Credit funds from time to time may be authorized by the CITY as requested by the OWNER for work that is completed. The Letter of Credit may be released only after the OWNER has completed all obligations for sediment and erosion control.

6. Upon breach of this Agreement by OWNER, OWNER shall be liable to CITY and/or County for damages; in addition, CITY in its sole discretion, may make or complete Improvements and OWNER shall be liable for the cost thereof.

7. OWNER shall indemnify and hold harmless CITY and COUNTY from any and all claims, actions, and demands whatsoever arising from the construction of the erosion and sediment control devices of these Improvements herein.

8. This agreement may not be assigned without prior written consent of CITY with recommendation from COUNTY, which said consent shall not be unreasonably withheld.

9. Owner for himself, his heirs, personal representatives, successors and assigns, grants the CITY and COUNTY, its agents and employees, an irrevocable right to enter upon those portions of property upon which Improvements are to be constructed hereunder.

AS WITNESS the hands and seals and/or corporate name of the parties hereto the day and year first hereinbefore written.

ATTEST:

MAYOR and COUNCIL OF
The City of Brunswick, MARYLAND

_____ By _____
Carroll A. Jones,
Mayor

CORPORATION OR PARTNERSHIP NAME:

Witness

Signature:

(SEAL)

Name and Title (Please Print)

Witness

Signature:

(SEAL)

Name and Title (Please Print)

(Notarial for: SOLE OWNERSHIP, CO-OWNERSHIP AND PARTNERSHIP)

State of _____ County of _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____ (Month) , _____ (Year) ,
before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared
_____ whose name(s) is/are subscribed to within the instrument, and acknowledged
that he/she executed the same for the purposes therein contained.

Witness my hand and Notarial Seal

Notary Public
My Commission Expires:

.....
(Notarial for: CORPORATIONS)

State of _____ County of _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____ (Month) , _____ (Year) ,
before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared
_____ who acknowledged him/herself to be the
_____ of _____ a body corporate, and
that he/she was authorized by the corporation to execute this instrument for the purposes contained herein.

Witness my hand and Notarial Seal

Notary Public
My Commission Expires:

.....

(Notarial for: MAYOR OF THE CITY OF BRUNSWICK)

State of _____ County of _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____ (Month) , _____ (Year) ,
before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared
_____ who acknowledged himself/herself to be the Mayor of The City of Brunswick, Maryland,
that in his/her capacity as Mayor, being authorized to do so, executed the foregoing instrument on behalf of the Mayor and
Council of The City of Brunswick, Maryland, a body corporate and politic, for the purposes therein contained

Witness my hand and Notarial Seal

Notary Public
My Commission Expires: